# REINSURANCE SLIP

TYPE: Facultative reinsurance at first loss of all risks of physical loss or damage

and/or as best described in the original policy wording.

**INSURED:** PLANT INC.

**REINSURED:** ABC INSURANCE COMPANY

**PERIOD:** From: 12:00 hours on January 15th, 2024

To: 12:00 hours on January 15th, 2025 (Both days Standard Local Time).

INTEREST: This policy covers material damages and/or theft caused to the properties of

the insured and/or under which he has an insurable interest and/or for which he is legally responsible, under the terms of the general and particular conditions

specified in this slip:

Section II. Transmission and/or Distribution Lines.

All Transmission and/or Distribution Lines in operation, in reserve or under construction as well as their facilities (including civil works, foundations, protections and signaling), accessories and other equipment and civil works, directly related to said lines, which integrate the interconnected and isolated systems, including the submarine and underground cable, as well as their accessories and signaling; property of the Insured or in which it has an insurable interest and/or is legally liable.

- The distribution lines are made up of poles, transformers, conductor cable, guard wires, as well as all the parts and other components inherent to the lines, starting these lines in the substation and ending at the user's meter (the meter is excluded).
- The Transmission Lines are made up of high voltage towers, foundations, civil works for the protection of the lines, conductor cables, guard wires, as well as all the parts and other components inherent to the lines, starting these lines in substation and concluding in substation.

The transmission and distribution lines are not precisely within the premises of the EPS Transmission and Distribution, but throughout the Country according to the information available from the tender department of the supply management.

Third Party Property:

Any property owned by a third party that are under the control, custody or care of the Insured. Being this type of goods, but not limited to, fiber optic cabling

infrastructure, installed in the transmission and distribution towers of the Insured

Transmission and/or Distribution Lines, as well as their facilities, accessories and other equipment directly related to said lines that integrate the interconnected and isolated systems owned by third parties that are under the control, custody or care of the Insured.

COVERED RISKS: Section II. Transmission and/or Distribution Lines.

Any sudden and unforeseen event that causes loss or physical damage to the

Insured Property, which are not specifically excluded in this section.

LOCATION: UNITED STATES OF AMERICA

TERRITORIAL LIMIT: United States of America

LAW AND JURISDICTION: This reinsurance shall be governed by United States of America law and shall

be subject to the jurisdiction of the courts of the United States of America

**CURRENCY:** USD American Dollars.

**TOTAL ESTIMATED** 

**VALUES:** USD 12,393,239,231

**MAXIMUM LIMIT OF** 

LIABILITY: Section II. Transmission and Distribution Lines.

USD 50,000,000 each and every loss and in the annual aggregate

(independent limit), in excess of the aggregated deductible.

These limits operate in excess of USD 80,000,000 each and every loss/ occurrence last net loss and in the annual aggregate with respect to Sections I,

II and III combined.

The maximum limits of liability indicated have been set by the insured and do not represent the replacement value of the insured goods. They only serve in the event of an accident to set the maximum limit of liability of the company.

The maximum limit of liability for Section II Transmission and Distribution Lines, as well as that of Section III Electronic and/or Laboratory and/or Communication Equipment are independent to the limit for Section I Property

Damage.

REINSURANCE PREMIUM:

USD 10,525,000

**TOTAL DISCOUNTS:** 10%

PREMIUM PAYMENT

**WARRANTY:** 120 days from inception date.

**LOSS RECORD:** 2019 - 2020: nil

2020 - 2021: USD 1,250,000

2021 - 2022: nil 2022 - 2023: nil

2023 - 2024: USD 5,120,000

2024 - 2025: nil

ACTIVITY ANNEX I

Government entity responsible for the generation, transmission and distribution of electricity throughout the United States of America

# SUBLIMITS / DEDUCTIBLES / COINSURANCE ANNEX II

# Sublimits (each and every loss).

- Maintenance and mitigation costs: 50% of the maximum sub-limit of the corresponding section, not exceeding 75% of the value of the assets that may be damaged by the failure to carry out the safeguard measures.
- Debris removal: 30% of the indemnifiable direct loss.
- Extra expenses: 20% of the direct loss.
- Legal expenses: up to the Maximum Limit of Liability.

## **Deductible:**

# <u>Annual aggregated deductible (Self Insurance retention) 100%:</u>

USD 80,000,000 each and every loss/occurrence and in the annual aggregate with respect to:

- Section I Property Damage.
- Section II Transmission and/or Distribution Lines.
- Section III. Electronic and/or laboratory and/or communication equipment.

## **Operative deductibles:**

## Section II. Transmission and Distribution Lines.

Operative deductibles:

- Catastrophic Risks: USD 2,500,000 per event or occurrence.
- Other risks: USD 1,000,000 per event or occurrence.

ANNEX III
ORIGINAL CONDITIONS

- First Risk, as original.
- Inspection, as original.
- New acquisitions; Automatic coverage for new items up to 10% of the total values, without additional premium, as original.
- Errors or omissions clause, as original.
- Permissions and privileges, as original.
- Payment of compensation, as original.
- Beneficiary, as original.
- Partial agreements, as original.
- Acts of authority, as original.
- Safeguarding and mitigation expenses, as original.
- Legal expenses, as original.
- Debris removal, as original.
- Extra expenses, as original.
- Advances per claim, never less than 50% of the estimate of loss, as original.
- Professional fees, as original.
- Maximum limit of liability: The maximum limits of liability set forth on the cover of this contract have been set by the insured and do not represent the replacement value of the insured goods. They only serve in the event of an accident to set the maximum limit of liability of the company.
  - The maximum limits of liability of Section II Transmission and Distribution Lines, as well as that of Section III Electronic and/or Laboratory and/or Communication Equipment are independent of Section I Property Damage.
- Operating deductible per event: in each claim that merits compensation, the amount or percentage specified on the cover of the policy as an operating deductible will be borne by the insured who has been affected in their properties and/or assets under which they have an insurable interest and/or for which they are legally responsible.
- Annual aggregated deductible: The annual aggregate deductible of USD 80 million from Sections I, II
  and III will be exhausted by computing by date of loss the amounts of adjusted claims, plus estimates of
  reserves for claims pending adjustment.
  - Regardless of whether there are claims pending that exhaust the combined aggregated deductible of Sections I, II and III, the company must cover advances and compensation for claims that exceeds it, without the need for all claims affecting the aggregated deductible to be fully settled.
  - Likewise, it is agreed that when the combined aggregated deductible of Sections I, II and III is exhausted, the operating deductibles indicated on the cover of the policy will be applied in each claim.
  - Only when the loss occurs that exhausts the annual aggregated deductible and there is a remainder payable from said claim that passes to the integral policy, if applicable, the applicable deductible under the scheme of management of losses of goods and miscellaneous risks and the deductible of this policy, as appropriate, will be applied simultaneously.
  - When the annual aggregated deductible is exhausted, the application of the deductibles of this policy will be on the amount of the claim that has not been paid by the annual aggregated deductible.
  - In the event that a claim affects the 3 sections of the annual aggregated deductible of USD 80 million, the order to compute the claims must be as follows:

1st Section II Transmission and Distribution Lines.

2nd Section I Property Damage.

3rd Section III Electronic Equipment and/or Laboratory Equipment and/or Communication Equipment.

In case of requesting a period extension, the annual aggregated deductible will not apply, when it has been exhausted (it will not be reinstated); The operating deductibles of each of the sections will be applicable.

In respect the Annual Aggregate Deductible, this reinsurance is extended to cover the fees and expenses of adjusters, specialists, consultants, experts, lawyers, among others, involved in the integration of losses for claims greater than or equal to USD 5,000,000.

- Other insurance, such as original.
- Inspection and suspension, as original.
- Indemnifiable value, as original.
  - o Property owned by the insured, as original.
  - o Software, as original.
  - o Component parts, as original.
  - o Valuable documents, such as original.
  - o Goods owned by third parties, such as original.
  - o Definitions, as original.
- Procedure in case of loss, as original.
  - o Safeguard measures, as original.
  - o Recovery measures, as original.
  - o Notice of loss, as original.
  - o Documents, data and reports that the insured must submit to the company, as original.
- Faculty of the company in case of loss, as original.
- Obligations of the company in case of loss, as original.
  - o To examine damaged goods, as original.
  - o Expenses, as original.
  - o Confidentiality, as original.
- Obligations of the insured in the event of an occurrance, as original.
  - o Abandonment, as original.
  - o Cooperation, as original.
- Expertise, as original.
- Payment of compensation, as original.
- Moratorium interest, as original.
- Subrogation of rights, as original.
- Salvages, as original.
- Definition of period for loss, as original.
- Conditions of contract, as original.
- Currency, as original.
- Territorial limit, as original.
- Early termination and rescission of the contract, as original.
- Rescission of the contract, as original.
- Conventional penalties, as original.
- Communications, as original.
- Changes in the quality of the risk, as original.
  - o Aggravation of risk, as original.
  - o Decreased risk, as original.
- Fraud or malice, as original.
- Conciliation and Arbitration, as original.

- Prescription, as original.
- Non-Adhesion, as original.
- Priority of Conditions, as original.
- Legislation, as original.
- Jurisdiction, as original.
- Appointed Adjuster. To be agreed.

## **EXCLUDED GOODS:**

#### For all sections.

In no event shall the company be liable for loss or damage occurring to:

- a) Goods or properties that are transferred by the Insured and/or third parties as cargo.
- b) Aircraft and vessels.
- c) Railways, locomotives.
- d) Movable and immovable property of the Nuclear Island of the Laguna Verde Power Plant.
- e) Stagnant water, running water, rivers and groundwater.
- f) Land, public streets, railroad tracks, natural deposits, canals, wells, tunnels, bridges, docks and jetties, which are not owned by the Insured and/or have no insurable interest. (It is not considered under the concept of "land" the access roads to the facilities of the Insured, and the streets of his property).
- g) Standing crops, wood resources.
- h) Cash.
- i) Turnkey Projects (civil works and / or assembly), which at the time of the incident are under the responsibility of the contractors.
- j) Polychlorinated biphenyls (askareles).

#### Section II. Transmission and/or Distribution Lines.

The Company shall in no event be liable for loss or damage occurring to:

- a) Earth, water, minerals and trees.
- b) Substations or any other property owned or under the responsibility of the Insured, other than transmission and/or distribution lines as defined in this policy.
- c) Polychlorinated biphenyls (Askareles).
- d) Electronic and/or laboratory and/or communication equipment.

## **EXCLUDED RISKS:**

#### For all sections.

In no event shall the company be liable for loss or damage occurring as a result of:

- a) War: War, invasion by a foreign enemy, hostilities or warlike operations (whether or not there is a declaration of war); civil war, sedition, rebellion, establishment of an unconstitutional government, suspension of guarantees, uprising, revolution, coup d'état.
- b) Confiscation: Confiscation, seizure or detention of property, by legally recognized authorities.
- c) Nuclear reaction or radioactive contamination: Damage or loss caused directly or indirectly by nuclear reactions or radioactive contamination.
- d) Market Delay or Loss: Delay or interruption of business directly or indirectly related to an accident, or loss of market.
- e) Robbery without violence: Robbery or theft, where there is no evidence of violence at the scene.
- f) Design Failure: Errors in the processing or manufacture of equipment and/or product.

- g) Increase by Application of legal provisions: Increase in the cost of the loss, required by the application of any ordinance, law or claim that regulates, regulates or restricts the repair, alteration, use, construction, operation or installation of the insured goods.
- h) Other Excluded Risks:
  - o Shrinkage and/or spillage.
  - o Consequential losses due to interruption and/or loss of business, except extraordinary expenses.
  - o Civil liability and patrimonial liability of the State caused by the operation of the Laguna Verde nuclear power plant.
  - o Loss or damage arising directly or indirectly from and/or as a result of the discharge, release and exposure of biological, chemical, nuclear and radioactive contaminants.
  - o Loss or damage arising directly or indirectly from and/or as a result of asbestos.
  - o Loss or damage arising directly or indirectly from and/or as a result of mold, mouldiness and fungus, spores or other microorganisms of any kind, nature, or description.
  - o Loss or damage arising directly or indirectly from and/or as a result of radioactive contamination, chemical, biological, biochemical and electromagnetic weapons.
  - o Loss, damage, destruction, distortion, deletion, corruption or alteration of electronic information arising from any cause (including, but not limited to computer viruses).
  - o The loss damage, cost, claim, or expense whether preventive, remedial or of any kind that directly or indirectly arises from or relates to the calculation, comparison, differentiation, sequence or processing of data involving the change of date including the calculation of the leap year.

## Section II. Transmission and/or Distribution Lines.

The Company shall in no event be liable for loss or damage occurring as a result of:

- a) The cost of repairing settlement or normal expansion of slabs.
- b) Loss caused by the application of any law or regulation relating to the construction, repair or demolition of the Insured's property.
- c) Gradual erosion.
- d) Mechanical breakage.
- e) Latent defects.
- f) Gradual deterioration.
- g) Damage caused by rodents and/or insects.
- h) The costs of correcting materials or labor.
- i) Civil Liability and Patrimonial Liability of the State for the activities of the Insured.
- j) War
- k) Terrorism.
- I) The following consequential losses:

Loss of profit, loss of income, business interruption and contingent losses.

m) Damage due to gradual and moderate contamination.

Likewise, it is stipulated that damages to the insured goods are protected against all risks, even those that occur indirectly from an excluded risk. In the event that a good is damaged as a result of an excluded risk, the good itself will not be compensated, but if the other components and goods that are indirectly damaged as a result of the accident are protected as long as it has been a sudden and unforeseen event.